



Congratulations

...on obtaining your vehicle secured loan from Capital Community Bank, serviced by LoanMart

Here are a few reasons why you can be confident in your decision to choose us:

- **NO PREPAYMENT PENALTIES!** Only pay interest for the time you hold the loan.
- Friendly customer service, available 6 days a week with extended hours to help you with any questions you may have.
- Many convenient ways to manage your account and make payments.

It is our mission to help you in your time of need. Thank you for allowing us to fulfill our mission.

HOW TO MAKE YOUR PAYMENT

Please make payments payable to Capital Community Bank.

Your payment of \$371.24 will be due on 09/21/2023, and once a month thereafter. You may make a payment through any one of the following options:

Our payment options are:

- **Automatic Withdrawal** from your checking account. Please call 855-422-7405 to request an "Authorization of Automatic Payment Withdrawal" form.
- **Online:** Go to www.LoanMart.com and click **LOGIN** on the top right of the Home page, to create an online account. Once the account is set up, you may pay by electronic check or credit/debit card.¹
- **Telephone:** Call 855-422-7405 to make a check or debit payment by phone.¹
- **MoneyGram®:** Visit your local MoneyGram payment location and use the code 5371 to make an express payment. You may also visit www.moneygram.com and search for our account by using code 5371. Follow the prompts to make an online payment.¹
- **PayNearMe:** Visit paynearme.com/loanmart/7962215 to make a one-time payment or set up recurring payments.¹
- **Mail:** Please be sure to put your account number on your check or money order and address to:

**Capital Community Bank c/o LoanMart
PO BOX 8075
Van Nuys, CA 91409**

Please be sure to make all your payments on time so that you can take advantage of the rate and payment reductions that your loan may qualify for pursuant to your Installment Loan And Security Agreement

¹Fees may apply dependent on payment method

Please read this Capital Community Bank ("CC Bank") e-Sign Consent Agreement ("Agreement") carefully and retain a copy for your records. This Agreement applies to all disclosures, agreements, statements, notices and other documents related to your application or loan (the "Documents") including, but not limited to, any documents relating to your Documents.

As used in this Agreement, "you" or "your" means the person providing this consent and "us" or "we" or "our" means CC Bank along with our agents, with whom we have contracted to facilitate services related to your application or loan. This Agreement will be effective until you tell us that you no longer want to receive Documents electronically by sending us notice in the manner described in Section 4 below.

1. Electronic Delivery of Documents

By checking the box and clicking "continue," you consent and agree that:

- a. We can provide all Documents to you electronically including, but not limited to, all disclosures required by law and other information about your legal rights and duties, and our agreement to do so applies to your inquiry with us;
- b. This authorization with us extends to successors, assigns, affiliates, agents and independent contractors, including servicers and collection agents;
- c. Your electronic signature on any Documents has the same effect as if you signed them in ink; and
- d. Your computer or electronic device meets the specifications and requirements listed below, and that computer or device permits you to access and retain the Documents electronically.

You agree that we can send all Documents to you electronically (1) via email, or (2) by access to a website or link that we provide in an e-mail notice that we send to you when the information is available, or (3) to the extent permissible by law, by access to a website that we designate in advance for such purpose. You agree that Documents provided electronically have the same meaning and effect as if we provided paper Documents to you. When we send you an email or other electronic notification telling you that a Document is available electronically (and we do in fact make it available online), that shall have the same meaning and effect as if we provided a paper Document to you, whether or not you choose to view it.

You also confirm that you have the hardware and software described in Section 3 below, and that you are able to receive and review electronic records, and that you have an active email account.

2. Email Address

You must keep your email or electronic address current with us. You must promptly notify us of any change in your email or other electronic address. You may change the email address on record for you by emailing us at ccbank_servicing@loanmart.com or by contacting us toll-free at 855-422-7405. You agree that if we send an email message to you regarding any electronic communication or send any electronic communication to the email address you have provided us and such email message is returned as undeliverable, we will be deemed to have provided such electronic communication to you.

3. Hardware and Software You Will Need

You must have the following listed items and features in order to receive Documents electronically, to print copies of the documents, and to retain electronic copies of the Documents:

- a. A personal computer with monitor, keyboard and mouse capable of accessing the internet and sending and receiving e-mail:
 - i. If you use Windows: 1.3GHz or faster processor; Microsoft Windows XP with Service Pack 3 for 32 bit or Service Pack 2 for 64 bit; Windows Server® 2003 R2 (32 bit and 64 bit); Windows Server 2008 or 2008 R2 (32 bit and 64 bit); Windows 7 (32 bit and 64 bit); Windows 8 or 8.1 (32 bit and 64 bit); 256MB of RAM (512MB recommended); 320MB of available hard-disk space
 - ii. If you use Macintosh: PowerPC® G4, PowerPC G5, or Intel processor; Mac OS X v10.4.11-10.5.8 (PowerPC); Mac OS X v10.4.11-10.6.3 (Intel); 128MB of RAM (256MB recommended); 405MB of available hard-disk space (additional space required for installation)
 - iii. Internet access
 - iv. One of the following Internet browsers:
 - Chrome 31.0 or higher
 - Microsoft Internet Explorer 8 or higher
 - Mozilla Firefox ESR and 23.0 or higher
 - Safari 6.1 or higher
 - Adobe Acrobat Reader® version 6.0 or higher
 - A valid e-mail address
 - A printer capable of printing text screens, if you wish to print copies of the Disclosures

As permitted by and in accordance with applicable law, we reserve the right to discontinue support of any software for any reason, including without limitation, our opinion that it suffers from a security or other defect that makes it unsuitable for use with our website. And we always reserve the right, in our sole discretion, to communicate with you by mail.

4. Withdrawing Consent

You understand that you have the right to receive Documents in paper form. You can request paper copies and/or withdraw consent to receive Documents electronically by writing us at Capital Community Bank C/O LoanMart, P.O. Box 8075, Van Nuys, CA 91409, by emailing us at ccbank_servicing@loanmart.com or by contacting us toll-free at 855-422-7405.

Any withdrawal of your consent to receive electronic Documents will be effective only after we have a reasonable period of time to process your withdrawal. If you withdraw your consent, you may not be able to use certain online functionality or complete actions with respect to your account online.



08/21/2023

Loan Number:
Borrower: Sundari Karma Prasad
Co-Borrower:

LOAN FUNDING CONDITIONS

Please carefully read and complete the following instructions in order for Capital Community Bank to fund your loan.

The following conditions are required to be met prior to the funding of loan number _____ :

1. Review, sign and date the Installment Loan and Security Agreement (the "Agreement"); and
2. Send the **original** certificate of title, free and clear of any liens, and the **original** signed title application form (if applicable) via FedEx within 24 hours of signing the Agreement, using the prepaid FedEx label provided to you through email. The FedEx will be addressed to Capital Community Bank c/o LoanMart

If you lose, misplace or are unable to retrieve the FedEx label, please contact us immediately to provide you with a new FedEx label. Do not send the original certificate of title by any other method.

Upon receipt of the signed Agreement and confirmation of dispatch of the FedEx envelope containing the original certificate of title, Capital Community Bank will then fund the loan and begin the process of posting its lien.

NOTE: Pursuant to the Security Interest clause provided within the Agreement you agree to, "...do all acts necessary to ensure our lien interest appears on the certificate of ownership to the Vehicle." If your loan has been funded and you fail to **provide us with the original certificate of title free and clear of any liens**, you will be in breach of your Agreement and Capital Community Bank will pursue any and all remedies it is legally entitled to pursuant to the signed Agreement and all applicable laws and regulations. If the loan has not been funded and you fail to provide the original certificate of title, the signed Agreement between you and Capital Community Bank may be voided.

By signing below, you acknowledge that you have read, understand and agree to satisfy the above loan funding conditions.

Borrower's Signature:	X  <small>3A851591F64D4E8...</small>	Date: <u>08/21/2023</u>
Co-Borrower's Signature:	X _____	Date: <u>08/21/2023</u>

READ THIS ENTIRE INSTALLMENT LOAN AND SECURITY AGREEMENT CLOSELY BEFORE SIGNING. IT CONTAINS IMPORTANT DISCLOSURES AND THE TERMS OF YOUR LOAN. FOR EXAMPLE: (1) THE FEDERAL TRUTH IN LENDING DISCLOSURE APPEARS BELOW AND (2) SECTION THREE (3) PROVIDES IMPORTANT DETAILS ABOUT PAYMENTS.

Lender	Borrower(s)
Capital Community Bank 3280 N. University Ave. Provo, UT 84604	Sundari Karma Prasad 3940 Fairview Dr Fairfax, VA 22031
Loan Agreement Date: 08/21/2023	Loan Number:

As used in this Installment Loan and Security Agreement ("Agreement"), "you" and "your" mean the borrower(s) listed above and "we", "us" and "our" mean Capital Community Bank and any of our successors, assigns, agents and service providers. The term "Home State" is the state of your home residence listed above, as that may change from time to time. By signing this Agreement, you grant us a security interest in your vehicle described below ("Vehicle") as collateral to secure repayment.

FEDERAL TRUTH IN LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE (e) The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS (e) The amount you will have paid after you have made all payments as scheduled.
97.52%	\$7,919.33	\$4,006.00	\$11,925.33

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$371.24	09/21/2023
1	\$368.77	10/21/2023
1	\$365.33	11/21/2023
1	\$362.93	12/21/2023
1	\$359.60	01/21/2024
1	\$357.28	02/21/2024
1	\$355.00	03/21/2024
1	\$350.94	04/21/2024
1	\$348.77	05/21/2024
1	\$345.76	06/21/2024
1	\$343.69	07/21/2024
1	\$340.83	08/21/2024
1	\$338.88	09/21/2024
1	\$336.99	10/21/2024
1	\$334.35	11/21/2024
1	\$332.60	12/21/2024
1	\$330.13	01/21/2025
1	\$328.52	02/21/2025
1	\$326.98	03/21/2025

FEDERAL TRUTH IN LENDING ACT DISCLOSURES continue on next page

Number of Payments	Amount of Payments	When Payments Are Due
1	\$323.27	04/21/2025
1	\$321.90	05/21/2025
1	\$319.88	06/21/2025
1	\$318.68	07/21/2025
1	\$316.86	08/21/2025
1	\$315.84	09/21/2025
1	\$314.91	10/21/2025
1	\$313.39	11/21/2025
1	\$312.65	12/21/2025
1	\$311.34	01/21/2026
1	\$310.81	02/21/2026
1	\$310.40	03/21/2026
1	\$308.01	04/21/2026
1	\$307.84	05/21/2026
1	\$307.05	06/21/2026
1	\$307.16	07/21/2026
1	\$306.75	08/21/2026

Security: You are giving a security interest in the Vehicle described below.

Late charge: If any payment is not made by the scheduled due date, you will be charged up to the greater of \$30.00 or 5% of the delinquent unpaid amount of the monthly payment.

Prepayment: If you pay this loan early, you will not have to pay a penalty.

See the rest of this Agreement for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

(e) means estimated.

Itemization of Amount Financed

A. Amount Given to You Directly:	\$3,991.00
B. Amount Paid to:	\$0.00
C. Amount Paid to:	\$0.00
D. Amount Paid to:	\$0.00
E. DMV Lien Fee:	\$15.00
F. DMV Registration Fees:	\$0.00
G. Prepaid Finance Charge (Orig. Fee):	\$199.55
H. Total Loan Amount:	\$4,205.55
I. Amount Financed (H minus G):	\$4,006.00

Vehicle Description

Year: 2022	Make: Nissan	Model: Versa
Odometer: 6812	VIN: 3N1CN8DV3NL860264	Color: Silver
Transmission:	License No:	Body Style: 4D Sedan at - S

1. Agreement to Repay

By signing below, you agree to the terms of this Agreement and promise to pay the Total Loan Amount ("Principal") shown above (the Amount Financed plus any Prepaid Finance Charge) plus interest at the rate of **99.99% per year** (and at any reduced interest rate applied in accordance with Section 5. Interest Rate Reduction for Managing Your Loan Responsibly) on the unpaid principal amount until paid in full. You agree to make payments each month as described in the Payment Schedule above and to pay any additional amounts owed at the end of the loan term. You will send your payments to Capital Community Bank, P.O. Box 8075, Van Nuys, CA 91409. If more than one of you signs this Agreement, each of you will be individually and jointly liable to us for repayment.

2. Prepayment

You may pay us all that you owe us, in whole or in part, at any time without penalty. If there is more than one of you, you agree that we may release our lien interest in the certificate of ownership (certificate of title) to any one of you.

3. Simple Interest & Your Payment

This is a simple interest loan. Finance charges will accrue on the unpaid Principal balance on a daily basis, starting on the Loan Agreement Date set forth above. If you choose to receive your loan proceeds in funds that are not immediately available or if you delay in the fulfillment of your contractual obligation to do all acts necessary to ensure our lien interest appears on the certificate of ownership (certificate of title) to the Vehicle, finance charges may start to accrue before you have access to the loan proceeds. Payment we receive will be applied first to fees, such as late charges, then to accrued and unpaid finance charges, then to unpaid Principal, then to other amounts you owe us. If you make more than one payment that is due, you will still owe the payments due as scheduled (advance payments are applied to Principal balance). The Finance Charge, Total of Payments and Payment Schedule disclosed in the Federal Truth in Lending Disclosures may differ from the actual amount you pay if your payments are not received by us on their exact due dates, or we advance amounts under this Agreement to fulfill your obligations, which we may add to the unpaid Principal balance. Your final payment may be different than the amount disclosed under the Payment Schedule if you make your payments after the date they are due, or if we added amounts we advanced to the Principal balance. Payments we receive at or before 5:00p.m. Pacific Time will be credited to your loan as of that day. Payments we receive after 5:00p.m. Pacific Time will be credited to your loan on the next day. We reserve the right to reject any payments that are not made in accordance with this Agreement or the instructions that we provide. If you fail to make a payment or make a partial payment, all past due amounts will be added to your monthly amount due on your upcoming due date. You understand and agree that failure to repay the loan according to the Payment Schedule above constitutes an event of default and may result in the loss of your Vehicle. If your due date is on the 29th, 30th or 31st and the month does not have those days, your payment will be due on the last day of the month. You agree to pay all amounts which may become due under this Agreement by debit card, ACH, check or money order (by mail) or through a third party that we designate to accept payments on our behalf. You will send your payments made by check or money order to Capital Community Bank, P.O. Box 8075, Van Nuys, CA 91409. If more than one of you signs this Agreement, each of you will be individually and jointly liable to us for repayment.

4. Use of Proceeds

You agree that you will not use any loan proceeds for any illegal purposes or for any student loan purposes, which includes using loan proceeds to refinance an existing student loan or to pay for education-related expenses. You agree and represent to us that this loan is made primarily for personal, family or household purposes and not for business or commercial purposes.

5. Interest Rate Reduction for Managing Your Loan Responsibly

To reward you for managing your loan responsibly, you will receive an automatic interest rate reduction of 1.00 percentage points each month up to an overall interest rate reduction of 35.00 percentage points, while your loan meets all of the following eligibility criteria: (1) your loan must be less than 30 days past due at all times, (2) your loan cannot have been modified (prior Interest Rate Reductions do not count as a modification), (3) your vehicle cannot have been repossessed, and (4) your loan cannot have reached its original maturity date. This means you can continue to earn interest rate reductions until your interest rate reaches 64.99% (limit of one interest rate reduction per month). If at any time your loan does not meet all of the above eligibility criteria, your loan will no longer qualify for any automatic interest rate reduction. You will not lose any interest rate reduction that you have already earned, however. Any rate reductions you earn will become effective as of the start of each applicable payment period. With each automatic interest rate reduction, we will also reduce the monthly payment amount for your loan in a commensurate manner in order to assist you in continuing to manage your loan responsibly. If you qualify for an interest rate reduction, we will send you notice of your new payment amount before your next payment due date. We recommend you pay early, often, and more than the monthly payment amount in order to minimize the Finance Charge on your loan. To learn more about how the Interest Rate Reduction will work, please review the Special Incentive Rate and Payment Reduction Schedule attached to this Agreement.

- a. **Origination fee:** You agree to pay an Origination Fee equal to 4.98% of the Amount Financed disclosed above, which we will add to the Principal Balance of your loan. To the extent permitted by law, you also agree that the Origination Fee is fully earned by us upon origination and is not subject to rebate upon prepayment or acceleration of your loan.
- b. **Late charge:** if any payment is not made by the scheduled due date, you will be charged up to the greater of \$30.00 or 5% of the delinquent unpaid amount of the monthly payment.
- c. **Return payment item:** if any check, negotiable order of withdrawal or share draft you give us is returned by a depository institution, you agree to pay a returned payment item fee of \$20 for each such item returned, after providing you with any notices as required by law.
- d. **Lien Fee:** we shall hold the certificate of title to the Vehicle until the loan is repaid in full in accordance with the terms of this Agreement. We have the right to perfect our lien on the Vehicle by filing a notice of such lien with the applicable Department of Motor Vehicles. You agree to pay the Lien Fee shown above in the Itemization of Amount Financed.
- e. **Florida Residents Only – Documentary Stamp Tax Fee:** You agree to pay a Documentary Stamp Tax Fee equal to the documentary stamp tax required by law to be paid to the Florida Department of Revenue on promissory notes executed in the State of Florida.

7. Right to Cancel

To cancel the Agreement, you must notify us in writing by mail at Capital Community Bank, P.O. Box 8075, Van Nuys, CA 91409 or by email at ccbank_servicing@loanmart.com by midnight of the third calendar day after the date of the Agreement. If the third calendar day falls on a Sunday or a legal holiday, notice must be provided on the next calendar day that is not a Sunday or a legal holiday. Any monies given to you or provided on your behalf (including, but not limited to, any applicable Department of Motor Vehicles, or similar agency fees) must be returned by sending us certified funds within one day after you sent your notice to cancel, not including Sundays and legal holidays ("Cancellation Payment Deadline"). If there is more than one borrower on the loan, notice to cancel by one borrower will suffice to cancel the Agreement. Should you fail to return any monies owed to us by the Cancellation Payment Deadline, you will remain fully obligated to perform under the Agreement.

8. Payment Deferral

We may agree from time to time to extend or defer payments or amounts you owe us. If we do so, such extension or deferral does not mean we must or will extend or defer any other payment, and does not affect your liability for what you owe and will not cause us to waive any right we have to enforce any of the terms of this Agreement.

9. Security Interest

You grant us a security interest in: (1) the Vehicle and all parts or accessories attached to the Vehicle; (2) all money or goods received for the Vehicle ("Proceeds"); (3) all Proceeds or refunded insurance premiums or charges for optional products or services financed in the loan, which secure all sums due or to become due under this Agreement as well as any modifications, extensions, renewals, amendments or refinancing of this loan; and (4) any substitution, in whole or in part, for the Vehicle. You will do all acts necessary to ensure our lien interest appears on the certificate of title ownership to the Vehicle, including payment of any additional third-party fees which may be charged to the loan balance. **You understand and agree that failure to repay the Loan according to the Payment Schedule above constitutes an event of default and may result in loss of your Vehicle.**

10. Use of Vehicle

You agree to keep the Vehicle free of all liens and encumbrances, including tax liens, except the lien in our favor, and to not use the Vehicle or permit the Vehicle to be used illegally, improperly or for hire, or to expose the Vehicle to misuse, seizure, confiscation, forfeiture or other involuntary transfer, even if the Vehicle is not the subject of judicial or administrative proceedings. You agree not to make or allow any material change to be made to the Vehicle. You agree to allow us to inspect the Vehicle at any reasonable time. You agree not to remove the Vehicle, or allow the Vehicle to be removed, from the Home State for a period in excess of 30 days without our express permission. You agree not to remove the Vehicle from the U.S. You agree not to sell, rent, lease or transfer any interest in the Vehicle. You agree to keep the Vehicle in good working condition and make all necessary repairs. Although we are not obligated to do so, if we pay any liens, fees, maintenance or taxes in connection with the Vehicle, or advance any other amount to protect our interest in the Vehicle, you will reimburse us, at our option, within five (5) days of our demand upon you to do so, or we may add the amount of any such liens, fees, maintenance or taxes or other charges we pay to the Principal balance. Such amounts will accrue finance charges at the rate set forth above. Unless you have paid us such amounts prior to maturity, they will be due at the maturity of this Agreement.

Until you have paid us all that you owe us, you hereby appoint us, and any one of our designated officers or employees or agents, as your attorney-in-fact, with full power of substitution, to sign in your name on any and all applications for Certificate of Title ownership to secure our lien in the Vehicle, and any affidavits or the Certificate of Title ownership to transfer and convey the title or our interest in the Vehicle.

12. Insurance

You agree to keep the Vehicle insured in our favor with a policy and insurance provider satisfactory to us, with comprehensive fire, theft and collision coverage, insuring the Vehicle in an amount sufficient to cover the value of the Vehicle, and providing for a deductible of not more than \$500. You may obtain the insurance from any insurer or broker you choose that is acceptable to us. You agree to obtain and deliver to us a loss payable endorsement on such insurance. You agree that we may (1) contact your insurance agent to verify coverage or to have us added as a loss payee, (2) make any claim under your insurance policy for physical damage or loss to the Vehicle, (3) cancel the insurance if you default in your obligations under this Agreement and we take possession of the Vehicle and/or (4) receive any payment for loss or damage, or return premium, and apply amounts we receive, at our option, to replacement of the Vehicle or to what you owe under this Agreement, including indebtedness not yet due. **Unless you provide us with evidence of the insurance coverage required by your Agreement with us, we may purchase insurance at your expense to protect our interests in your Vehicle. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the Vehicle. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our Agreement. If we purchase insurance for the Vehicle, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancelation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own. Whether the Vehicle is insured, you must pay us all that you owe us if the Vehicle is lost, stolen, damaged or destroyed. LIABILITY INSURANCE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.**

13. Default

Subject to applicable law, the following are events of default under this Agreement:

- a. You fail to make any payment in full, in accordance with this Agreement, or when we demand you pay;
- b. You fail to keep your promises or fulfill any other obligations under this Agreement;
- c. You become insolvent or file a petition in bankruptcy, or a petition in bankruptcy is filed against you;
- d. The Vehicle is taken outside of the United States, stolen, damaged, destroyed, impounded, seized, confiscated or forfeited;
- e. You remove or alter or attempt to remove or alter our lien interest as it appears on the certificate of title to the Vehicle; or
- f. Any representations or information that you have made or provided to us, either in your application or in connection with this Agreement, is materially inaccurate or incomplete.

14. Our Remedies

If an event of default occurs, you die or you are declared legally incompetent and there is no surviving co-borrower, subject to applicable law (including any notice or right to cure):

- a. We may declare the entire amount of this loan (including outstanding principal balance and accrued and unpaid interest) immediately due and payable;
- b. File suit against you for any other unpaid sums you owe under this Agreement;
- c. Take immediate possession of the Vehicle where we may find it, provided that we do so peacefully. If the Vehicle is equipped with a tracking device, you agree that we may locate the Vehicle by use of that device. If we take possession of the Vehicle, any accessories, equipment or replacement parts will stay with the Vehicle; and/or
- d. We may exercise any other right available under applicable law.

Case 24-03002-KRH Doc 1-1 Filed 02/05/24 Entered 02/05/24 13:40:11 Desc Exhibit A Page 9 of 14
Our remedies under (a) and (b) are subject to any right you may have to reinstate the Agreement or redeem the Vehicle by paying what you owe. Upon taking possession of the Vehicle, subject to any right you may have to reinstate or redeem, we will sell the Vehicle at a public or private sale. We will give you notice of the sale as required by applicable law. We will add the costs of retaking, holding, preparing for sale, and disposing of the Vehicle to what you owe, as permitted by applicable law. The proceeds of sale will be applied first to these costs, and the remainder will be applied to unpaid sums you owe under this Agreement. If we must pursue collection, or hire an attorney to collect what you owe, to the extent permitted by law, but not if Maine law applies to this Agreement, you will reimburse us our attorney's fees and referral to an attorney, including one who is a salaried employee. If there is any money left over (surplus), we will pay it to you unless we must pay it to someone else who has a subordinate lien or encumbrance on the Vehicle, as permitted by law. If a balance remains due, you promise to pay it when we make demand. Our remedies are cumulative, and our taking any action will not be deemed a waiver of or prohibited against us taking any other action.

15. Loan Charge Maximum Permitted by Law

We do not intend to charge or collect any interest, fee, or other amount that exceeds the maximum amount that is permitted to be charged under state or federal law. If any law applicable to this Agreement or the loan is interpreted so that any amount collected or to be collected in connection with the loan or this Agreement exceeds the amount permitted by law or this Agreement, then: (a) any such amount shall be reduced to the extent necessary to be in compliance with the maximum permitted amount; and (b) any amount already collected, to the extent such amount would otherwise exceed the permitted amount, will be refunded to you. We may choose to make this refund by reducing the loan and/or by making a direct payment to you.

16. Severability

Each provision of this Agreement shall be considered severable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid and those provisions shall remain in full force and effect.

17. Other Terms

If any provision of this Agreement is held invalid, the remaining provisions will continue to be valid and enforceable. You waive the right to presentment, protest notice of dishonor and notice of protest. If the Department of Motor Vehicle Filing Fee is more than the amount shown above, you will pay the difference to us upon demand. If it is less, we will refund the difference to you. If the amount you prepay is more than two times the monthly installment payment or \$1,500.00 (whichever is less), we may demand that you use a form of immediate available funds, such as a certified check, cashier's check, money order or Moneygram®.

18. Military Lending

By signing this Agreement, you certify that you are not a member or reserve member of the military or Space Force or the spouse/dependent of a military member or Space Force. Specifically, you certify that you are not, and you are not the spouse or dependent of a regular reserve member of the Army, Navy, Marine Corps, Air Force, Coast Guard or Space Force, serving on active duty under a call or order that does not specify a period of 30 days or fewer, or serving on Active Guard or Reserve Duty. (Dependents include the member's spouse, child under the age of 18 years old or an individual for whom the member provided more than one half of their financial support for 180 days preceding the date of this Agreement).

19. Phone Calls, Text Messages and Other Methods of Communication Regarding Your Loan

We or agents acting on our behalf may monitor or record our phone conversations with you. By giving us your phone number(s), you authorize us to send you messages about upcoming payments, missed or returned payments, or for any other non-telemarketing reason, using automated telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems, or automated email systems. Specifically, by executing the Agreement, you authorize us to deliver or cause to be delivered to any cell phone number you have given us advertisements or telemarketing messages via autodialed calls or robocalls/robotexts. You agree we may use any telephone numbers (including wireless, landline and voice over IP numbers) or email addresses that you give to us. You understand and agree that anyone with access to your phone or email account may listen to or read the messages that we leave or send to you. You are responsible for keeping your email and text messages private. You agree that we will not be liable for anyone accessing those messages. Standard text messaging and/or calling charges from your phone carrier may apply. We are not liable for those charges. You may withdraw the consent described in this section at any time. You may withdraw your consent from receiving text messages at any time by: (1) replying "STOP" to any text message we send you, (2) calling us at 855-422-7405, or (3) emailing us at ccbank_servicing@loanmart.com.

20. Confidentiality and Credit Reporting

By executing this Agreement you acknowledge that you received a copy of our privacy notice. As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. You authorize us to obtain your consumer report(s) and other information from consumer reporting agencies and/or other third party sources now and on an ongoing basis for use in: (i) servicing, monitoring, collecting or enforcing this Agreement; (ii) providing your credit data to you; (iii) evaluating you for and offering you other financial products and services; and/or (iv) other related purposes. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report.

21. Borrower's Acknowledgements and Warranties

You warrant that you have the right to enter into this Agreement, that you are at least eighteen (18) years of age and that the Vehicle is not your principal dwelling.

22. How to Update Your Records

You must notify us of any change of your name, residential address, telephone number, or employment within 30 days from the date of change. If we receive returned mail without a forwarding address, you agree that we can send further communications (such as statements and correspondence regarding your account) by email. You may update your contact information with us by calling us at 855-422-7405 or by sending an email to ccbank_servicing@loanmart.com. If you give us an inaccurate number, you will hold us harmless from all claims, costs, or losses that may result. Your obligation under this section will survive termination of this Agreement.

23. Entire Agreement/No Modification

This Agreement constitutes the final expression between you and us and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto. This Agreement may not be contradicted by evidence of any alleged oral agreement. No amendment, modification or change of any of the terms or conditions of this Agreement shall be binding upon either party unless made in writing and signed by an authorized representative of each party.

24. Governing Law

I understand and agree that the lender is an FDIC-insured depository institution located in Utah, that this loan is subject to acceptance by the lender at its home office in Utah and that the loan will be disbursed by the lender from Utah. **Consequently, this loan is governed by the Utah Consumer Credit Code, Utah Code §§70C-101 et seq., excluding its conflicts of laws principles, and applicable Federal law, including but not limited to laws and regulations applicable to exportation of interest and interest fees from Utah.** However, any dispute arising out of this Agreement will be subject to the ARBITRATION AGREEMENT, which is governed solely by the Federal Arbitration Act ("FAA") and not by any state law concerning arbitration, and any repossession of the Vehicle will be done in accordance with Utah law or other applicable state law.

ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION PARTICIPATION

THIS ARBITRATION AGREEMENT MAY SUBSTANTIALLY LIMIT OR AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY! KEEP A COPY OF THIS ARBITRATION AGREEMENT FOR YOUR RECORDS.

ARBITRATION PROVISION

This Agreement includes a binding Waiver of Jury Trial and Arbitration Provision. You may opt out of the Waiver of Jury Trial and Arbitration Provision by following the instructions in paragraph number 2 below.

Waiver of Jury Trial and Arbitration Provision: We may have retained agents (people who work for us but are not our employees) to help us in originating and servicing your Loan. You agree that any agents retained by us, and the purchaser(s) of any interest in your loan are express third-party beneficiaries of this Waiver of Jury Trial and Arbitration Provision (the "Arbitration Provision"), and are entitled to enforce it to the same extent as if they signed this Agreement.

1. FACTS ABOUT ARBITRATION. ARBITRATION IS A PROCESS IN WHICH A PERSON WITH A DISPUTE: (A) WAIVES THEIR RIGHTS TO FILE A LAWSUIT AND PROCEED IN COURT AND TO HAVE A JURY TRIAL TO RESOLVE THEIR DISPUTES; AND (B) AGREE, INSTEAD, TO SUBMIT THEIR DISPUTES TO A NEUTRAL THIRD PERSON (AN "ARBITRATOR") FOR DECISION. EACH PARTY TO THE DISPUTE HAS AN OPPORTUNITY TO PRESENT SOME EVIDENCE TO THE ARBITRATOR. PRE-ARBITRATION DISCOVERY MAY BE LIMITED. ARBITRATION PROCEEDINGS ARE PRIVATE AND LESS FORMAL THAN COURT TRIALS. THE ARBITRATOR WILL ISSUE A FINAL AND BINDING DECISION RESOLVING THE DISPUTE, WHICH MAY BE ENFORCED AS A COURT JUDGMENT. A COURT RARELY OVERTURNS AN ARBITRATOR'S DECISION. THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

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2. Rejection of Arbitration: You may reject arbitration by sending a notice ("Rejection Notice") that we receive within sixty (60) days after the Agreement Date set forth above. Any Rejection Notice must be signed by you and must include your name, address, telephone number and Agreement number or date.

3. Where to Send Notice to Reject Arbitration: You must mail your Rejection Notice or send it by messenger service (such as Federal Express) to us at Capital Community Bank, P.O. Box 8075, Van Nuys, CA 91409. In the event of any dispute concerning whether you have provided a Rejection Notice within the time permitted, you must provide a signed receipt or a fax confirmation that proves you sent it to us in time. This is the only method you can use to reject this arbitration provision. If the Rejection Notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the Rejection Notice on your behalf.

4. Definitions: The following definitions apply to this arbitration provision:

"Administrator" means either the American Arbitration Association or the Judicial Arbitration and Mediation Services, Inc. Each of these companies maintains an Internet website, publishes pamphlets, and is otherwise available to answer frequently asked questions about arbitration. We encourage you to contact them directly with any questions you may have about them or arbitration. You can contact them at: **American Arbitration Association ("AAA")**, 335 Madison Avenue, New York, NY 10017, www.adr.org, (800) 778-7879, **Judicial Arbitration and Mediation Services, Inc. ("JAMS")**, 1920 Main Street, Suite 100, Irvine, CA 92614 www.jamsadr.com, 800-352-5267 (800-352-JAMS).

"Dispute" and "Disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the Agreement (including the Arbitration Provision), the information you gave us before entering into the Agreement, including the Application, and/or any past agreement or agreements between you and us and/or any of our employees, agents, officers, shareholders, members, directors, assignees, managers, governors, brokers or affiliated entities (hereinafter collectively referred to as "related third parties"); (c) all counterclaims, cross-claims and third-party claims against us and/or related third parties; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts against us and/or related third parties; (e) all claims based upon a violation of any state or federal constitution, statute or regulation against us and/or related third parties; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or related third parties, including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person against us and/or related third parties; (i) subject to Section 6 below, all claims asserted by you as a private attorney general, as a representative and/or member of a class of persons, and/or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

5. Waiver of Jury Trial and Participation in Class Action: You acknowledge and agree that by entering into this Arbitration Provision:

(a) **YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;**

(b) **YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT OTHER THAN A SMALL CLAIMS TRIBUNAL RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;**
and

(c) **YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.**

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6. No Class Actions: All disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only. Disputes shall be resolved on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT HAVE THE POWER TO CONDUCT CLASS ARBITRATION OR TO CONSOLIDATE CLAIMS OF MULTIPLE PARTIES; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, THE ARBITRATOR SHALL NOT HAVE THE POWER OR AUTHORITY TO DETERMINE IF THIS SECTION 6 IS VALID AND ENFORCEABLE. ONLY A COURT SHALL HAVE SUCH POWER AND AUTHORITY.**

7. Starting the Arbitration: Any party to a Dispute, including related third parties, may send the other party written notice by certified mail, return receipt requested, of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed.

8. Selection of Arbitrator: Regardless of who demands arbitration, you shall have the right to select either the American Arbitration Association or the Judicial Arbitration and Mediation Services, Inc. to be the arbitration organization that presides over the arbitration. Their contact information is above. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. The party receiving notice of arbitration will respond in writing by certified mail, return receipt requested, within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail, return receipt requested, of your decision to select one of the Administrators or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select one of the Administrators.

9. What Rules Apply to the Arbitration: The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. ("FAA"), applicable statutes of limitation, and shall honor claims of privilege recognized at law. The parties to such Dispute will be governed by the rules and procedures of the Administrator selected applicable to consumer disputes to the extent those rules and procedures do not contradict the express terms of this Arbitration Provision, including the limitations on the arbitrator in this Arbitration Provision. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

10. Other Arbitration Rules: In addition to the parties' rights to obtain discovery pursuant to the applicable arbitration rules, either you or us may submit a written request to the arbitrator to expand the scope of discovery normally allowed under the rules of the Administrator selected. The arbitrator shall have discretion to grant or deny such request. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration, the arbitrator shall not apply any federal rules of civil procedure or evidence.

11. The Decision of the Arbitrator: At the request by you or us, the arbitrator shall provide a written explanation for the award. The arbitrator must approve the explanation. The arbitrator will apply the applicable substantive law relating to the Dispute and award any remedies available as if the Dispute was heard by a court. The arbitrator's award may be filed with any court having jurisdiction. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the Dispute, you will not be responsible for reimbursing us for your portion of the Arbitration Fees.

12. Location of Arbitration: The arbitration hearing will be conducted in the county of your residence, within 30 miles from such county, or in such other place as shall be ordered by the arbitrator.

13. Payment of Arbitration Fees: If you demand arbitration, then at your request we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees (collectively the "Arbitration Fees"). If related third parties or we demand arbitration, then at your written request we will advance your portion of the Arbitration Fees. Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees provided that if an arbitrator finds in your favor or the law requires it, we will pay your attorney fee and costs.

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14. Appeal of Decision: The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the dispute is greater than \$7500, either you or we can appeal the award to a three-arbitrator panel administered by the selected Administrator which shall reconsider any aspect of the initial award requested by the appealing party.

15. Small Claims Tribunal: You and us, including related third parties, shall have the right to go to a small claims court for Disputes within the scope of such court's jurisdiction. Any Dispute that cannot be brought in a small claims court shall be resolved by binding arbitration. Any appeal of a judgment from a small claims court shall be resolved by binding arbitration.

16. Self Help: Nothing in this section shall limit our right to use self-help remedies under applicable law nor limit our ability to employ judicial process to obtain the Vehicle in the event of a default.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. BY SIGNING BELOW, YOU AGREE THAT YOU REVIEWED AND AGREED TO THIS ARBITRATION AGREEMENT PROVISION, INCLUDING WAIVER OF CLASS ACTION PARTICIPATION.

THIS IS A HIGH COST LOAN. YOU MAY BE ABLE TO OBTAIN A LOAN FROM SOMEONE ELSE AT A LOWER RATE OF FINANCE CHARGE. YOU SHOULD COMPARE THE "APR" OF THIS LOAN WITH OTHER LOANS AVAILABLE FROM OTHER LENDERS. THINK CAREFULLY BEFORE YOU DECIDE TO TAKE THIS LOAN.

By signing this Agreement, you hereby acknowledge that you have provided true and correct information concerning your income, obligations, employment and that you have the ability to repay this loan.

Married Wisconsin Residents: If you are married: (i) You confirm that this loan is being incurred in the interest of your marriage or family. (ii) No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless before the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree. (iii) You understand and agree that we will provide a description of the terms of this Agreement to your spouse for his or her information.

NOTICES TO CONSUMERS: 1) Do not sign this contract before you have read it or if it contains any blank spaces; 2) You are entitled to an exact copy of the contract you sign. By signing below you acknowledge you have received an exact copy of this agreement; 3) You may prepay the unpaid balance at any time without penalty.

<small>DocuSigned by:</small>	
Borrower's Signature: <u>Sundari Karma Prasad</u> <small>3A851591F64D4E8...</small>	Date: 08/21/2023
Co-Borrower's Signature: _____	Date: 08/21/2023

Special Incentive Rate and Payment Reduction Schedule

Save big and lower your payments by keeping up with your payment schedule and making full payments! With each scheduled payment, you can qualify for a lower interest rate and payment!¹

For a \$4,205.55 loan with a starting rate of 99.99%, your final payment can be as low as \$306.75.

Payment Month	Interest rate ¹	Payment ¹
1	99.99%	\$371.24
2	98.99%	\$368.77
3	97.99%	\$365.33
4	96.99%	\$362.93
5	95.99%	\$359.60
6	94.99%	\$357.28
7	93.99%	\$355.00
8	92.99%	\$350.94
9	91.99%	\$348.77
10	90.99%	\$345.76
11	89.99%	\$343.69
12	88.99%	\$340.83
13	87.99%	\$338.88
14	86.99%	\$336.99
15	85.99%	\$334.35
16	84.99%	\$332.60
17	83.99%	\$330.13
18	82.99%	\$328.52
19	81.99%	\$326.98
20	80.99%	\$323.27
21	79.99%	\$321.90
22	78.99%	\$319.88
23	77.99%	\$318.68
24	76.99%	\$316.86
25	75.99%	\$315.84
26	74.99%	\$314.91
27	73.99%	\$313.39
28	72.99%	\$312.65
29	71.99%	\$311.34
30	70.99%	\$310.81
31	69.99%	\$310.40
32	68.99%	\$308.01
33	67.99%	\$307.84
34	66.99%	\$307.05
35	65.99%	\$307.16
36	64.99%	\$306.75

This schedule illustrates interest rate and payment reductions that you may qualify for pursuant to the terms and conditions of your loan agreement. This schedule is provided for informational purposes only and is not your loan agreement.

¹Interest rate is annualized for comparison purposes only, refer to your loan agreement for full terms and conditions regarding interest rate and payment reductions, and the cost of credit.